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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

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| TWENTIETH CENTURY FOX FILM CORPORATION, UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP, PARAMOUNT PICTURES CORPORATION, DISNEY ENTERPRISES, INC., CBS BROADCASTING INC., AMERICAN BROADCASTING COMPANIES, INC. and NBC STUDIOS, INC., Plaintiffs/Counterclaim-Defendants, v. CABLEVISION SYSTEMS CORPORATION and CSC HOLDINGS, INC., Defendants/Counterclaim-Plaintiffs. | : | 06 Civ. 3990 (DC) |
| THE CARTOON NETWORK LP, LLLP and CABLE NEWS NETWORK LP, LLLP, Plaintiffs/Counterclaim-Defendants, v. CSC HOLDINGS, INC. and CABLEVISION SYSTEMS CORPORATION, Defendants/Counterclaim-Plaintiffs/ Third-Party Plaintiffs, v. TURNER BROADCASTING SYSTEM, INC., CABLE NEWS NETWORK LP, LLP, TURNER NETWORK SALES, INC., TURNER CLASSIC MOVIES, LP, LLLP, TURNER NETWORK TELEVISION LP, LLLP, and THE CARTOON NETWORK LP, LLP, Third-Party Defendants. | : | 06 Civ. 4092 (DC) |

6/24/06

The Cartoon Network LP, LLLP et al v. CSC Holdings, Inc. et al

Doc. 17

**STIPULATED PROTECTIVE ORDER**

In order to protect confidential business and trade secret information consistent with the public's right of access to the Court's records and processes, the parties stipulate and the Court hereby enters the following Protective Order pursuant to Fed. R. Civ. P. 26(c)(7):

## I. Types of Materials Which May Be Designated Confidential or Highly Confidential

1. Any documents, answers to interrogatories, responses to requests for admission, deposition testimony, deposition transcripts and exhibits, other responses to requests for information and/or other written information, produced in response to discovery requests in this litigation by any party (hereinafter, collectively, "Discovery Materials"), may be designated by a producing party or non-party as "Confidential" or "Highly Confidential" under this Protective Order.

2. "Confidential Information" shall include any Discovery Material which the producing party or non-party reasonably believes not to be in the public domain and contains any trade secret or other confidential, strategic, research, development, or commercial information.

3. "Highly Confidential Information" shall include any Confidential Information which the producing party or non-party reasonably believes to be so competitively sensitive that it is entitled to extraordinary protections.

4. Any copies or reproductions, excerpts, summaries or other documents or media that paraphrase, excerpt or contain Confidential Information or Highly Confidential Information shall also be treated as Confidential Information or Highly Confidential Information pursuant to this Order.

## II. Designation of Discovery Materials as Confidential or Highly Confidential

5. Any documents, material or information produced in discovery in this action that are to be designated "Confidential" or "Highly Confidential" may be so designated by the

producing party or non-party by providing copies of the documents, material or information so designated that are stamped with the legend "CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER" or "HIGHLY CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER." In addition, a producing party may choose to identify in the transmittal letters accompanying the production of documents the list by bates number of all documents not intended to be designated as either "Confidential" or "Highly Confidential." If a producing party provides such a list of non-confidential documents in a transmittal letter, then if any produced documents outside those listed bates numbers are not stamped with an appropriate legend, then the receiving party shall assume that the failure to stamp such documents was inadvertent, and the documents shall be treated as Highly Confidential unless and until the receiving party confirms that such failure was not the result of error or oversight.

6. If Confidential Information or Highly Confidential Information is disclosed to any person other than in the manner authorized by this Order, the party responsible for the disclosure shall, immediately upon learning of such disclosure, inform the producing party or non-party of all pertinent facts relating to such disclosure and shall make every effort to retrieve the designated material and to prevent the occurrence of any further disclosure unauthorized by this Order.

7. Inadvertent production of or failure to designate any information as Confidential or Highly Confidential shall not be deemed a waiver of the producing party's or non-party's claim of confidentiality as to such information, and the producing party or non-party may thereafter designate such information as Confidential or Highly Confidential by written notice, or, if in a deposition, on the record.

8. Inadvertent production of any document produced in response to discovery requests in this action by any party or non-party, that a party or non-party later claims should have been withheld on grounds of a privilege, including the work product doctrine (collectively referred to hereinafter as an "Inadvertently Produced Privileged Document") will not be deemed to waive any privilege or work product protection. A party or non-party may request the return of any document that it inadvertently produced by identifying the Inadvertently Produced Privileged Document and stating the basis for withholding such document from production. If a party or non-party requests the return, pursuant to this paragraph, of such an Inadvertently Produced Privileged Document then in the custody of one or more parties, the possessing parties shall within five business days destroy or return to the requesting party or non-party the Inadvertently Produced Privileged Document and all copies thereof and shall expunge from any other document or material information solely derived from the Inadvertently Produced Privileged Document. After a document is destroyed or returned pursuant to this paragraph, a party may move the Court for an order compelling production of the document, but said party may not assert as a ground for the entering such an order the fact or circumstances of the inadvertent production. Nothing in this Order, shall preclude a party from arguing that the production of the allegedly inadvertently produced document was not inadvertent or that conduct since production of the allegedly inadvertently produced document constitutes a waiver.

9. The parties shall serve a copy of this Order simultaneously with any discovery request made to a non-party in this action and notify the third party that the protections of this protective order are available to such third party. Any third party may obtain protection of this protective order by signing a separate acknowledgement.

10. Deposition testimony and the transcripts and video recordings thereof obtained during pretrial discovery shall be treated as Highly Confidential for a period of 30 days or for as many days as the parties shall agree, after receipt of such deposition transcript and/or video recordings to allow time for the deponent or counsel for that deponent, or any party or counsel to any party, to notify all parties of any Highly Confidential Information. Such Highly Confidential Information shall be designated by page and line number, and video cassettes (or other storage media) shall be labeled in accordance with the provisions of this Order. The remainder of the transcript not designated to contain Highly Confidential information shall be deemed to contain Confidential Information, unless and until any portion of the testimony is de-designated by the Court or by consent of the deponent or counsel for that deponent.

## III. __Permissible Uses of Discovery Material__

11. All persons obtaining access to Discovery Material produced in connection with this action shall use such Discovery Material only for the purpose of this litigation and not for any other purpose. Any person found to have made an impermissible use of any Discovery Material will be subject to, without limitation, appropriate civil penalties including for contempt of court. Nothing in this Order shall limit or restrict a party's rights, if any, to use its own Discovery Material or any information obtained independent of discovery in this action in any manner that the party deems appropriate.

12. Nothing herein shall impose any restrictions on the use or disclosure by a party or witness of documents, material or information legally obtained by such party or witness independently of the discovery proceedings in this action (and not learned of as a result of discovery in this action), whether or not such documents, material or information are also obtained through discovery proceedings in this action.

13. Confidential Information may be disclosed only to the following persons:

(a) The Court;

(b) Outside counsel for any party, including associated personnel necessary to assist outside counsel in the action, such as litigation assistants, paralegals, and secretarial or other clerical personnel;

(c) Litigation support services, including outside copying services, court reporters, or companies engaged in the business of supporting computerized or electronic litigation discovery or trial preparation, retained by a party for the purpose of assisting that party in this action;

(d) Associated personnel of any person within categories (a) through (c) for whom access to Confidential Information is necessary to assist such persons in the action, including any Court personnel assisting the Court, secretarial or other clerical personnel, stenographers or other persons involved in taking or transcribing or videotaping of testimony in this action;

(e) Designated employees of the parties, their affiliates or subsidiaries, outside consultants and/or experts retained and/or utilized in connection with this litigation by counsel of record for a party, but only to the extent reasonably deemed necessary by such counsel of record for the prosecution or defense of the litigation. A list of such individuals is attached as Appendix A to this Stipulation and Order. The names of any additional individuals designated under this paragraph (e) shall be submitted to the producing party forty-eight (48) hours prior to the disclosure of any documents containing Confidential or Highly Confidential Information. If the producing party has any objection to the disclosure of such documents and information to any proposed individual, it shall make such objection within forty-eight hours of the identification, and, in such event, the parties will discuss any dispute in good faith. If a resolution of such a debate is not reached, the party seeking to disclose Confidential or Highly Confidential Information to a designated individual may make a motion to the Court for leave to disclose such information. Failure to object to the disclosure of Confidential or Highly Confidential information to a designated individual within forty-eight hours shall not waive the right of any party to file a protective order in the future to prevent additional disclosures to such individual;

(f) In-house counsel and other employees for each of the parties unless otherwise designated under paragraph 13(e) above.

14. Highly Confidential Information may be disclosed only to any persons falling within categories (a) through (e) in paragraph 13 above unless specified.

15. Notwithstanding the provisions in paragraphs 13 and 14 above, Confidential and Highly Confidential Information may be disclosed, at deposition or otherwise, to any employee of the party or non-party producing such information.

16. Before any person mentioned in paragraph 13(e) above is given access to Highly Confidential information, the individual shall execute an undertaking to be bound by this Stipulation and Order in the form attached hereto as Appendix B prior to such access. At the conclusion of this litigation, each party will provide the other parties with copies of the undertakings signed by all of the individuals who have signed an undertaking pursuant to this provision of this Stipulation and Order.

17. Persons described in paragraph 13(b), (c) and (d)(and their associated personnel) shall be deemed bound by the terms of this Order upon its entry by the Court.

IV. **Challenges to Confidential or Highly Confidential Designations**

18. If any party disagrees with the designation by the producing party or nonparty of any Discovery Material as Confidential or Highly Confidential Information, then the parties to the dispute, after providing notice to all parties in this action, will attempt first to resolve the dispute on an informal basis before presenting the dispute to the Court. All items objected to shall continue to be treated as Confidential or Highly Confidential pending resolution of the parties' dispute. If the dispute can be resolved, all parties shall promptly be informed of the resolution. If the dispute cannot be resolved informally, the disputing party may move the Court for a redesignation of the documents.

19. Entering into, agreeing to, and/or complying with the terms of this Order shall not: (a) operate as an admission by any party that any particular documents, material or information contain or reflect currently valuable trade secrets or proprietary or commercial information; or (b) prejudice in any way the right of a party at any time: (i) to seek a determination by the Court of whether any particular document, item of material or piece of information should be subject to the terms of this Order; (ii) to seek relief on appropriate notice from any provision(s) of this Order, either generally or as to any particular document, item of material or piece of information; (iii) to object to any discovery request, including the right to assert that no discovery should be had of certain documents or information; (iv) to seek a higher level of protection than provided for by this Order if the party believes that unique circumstances warrant that higher level of protection; or (v) to seek documents or other information from any source.

V. **Deposition Procedures**

20. At any deposition session, when counsel for a party or the deponent deems that the answer to a question will result in the disclosure of Confidential or Highly Confidential

Information, counsel shall have the option, in lieu of taking other steps available under the Federal Rules of Civil Procedure, to request that all persons other than the reporter, counsel and individuals specified in paragraphs 13 and 14 hereof who have access to the appropriate category of information, leave the deposition room during the Confidential or Highly Confidential portion of the deposition. The failure of such other persons to comply with such requests shall constitute substantial justification for counsel to advise the witness that he or she need not answer the question pending.

21. Any deposition testimony concerning a Confidential or Highly Confidential document will be marked by the court reporter or videographer as Confidential or Highly Confidential on the deposition transcript or videotape.

## VI. Efforts by Non-Parties to Obtain Confidential Information

22. If any party has obtained Confidential or Highly Confidential Information under the terms of this Order and receives a subpoena or other compulsory process commanding the production of such Confidential or Highly Confidential Information, such party shall promptly notify the producing party or non-party, including in such notice the date set for the production of such subpoenaed information. The subpoenaed party shall not produce any Confidential or Highly Confidential Information in response to the subpoena without the prior written consent of the producing party or non-party unless in response to an order of a court of competent jurisdiction, or unless a failure to produce such Confidential or Highly Confidential information would constitute a violation of any law, rule, or regulation.

23. The parties will not object to the producing party or non-party having a reasonable opportunity to appear in the litigation or process commanding disclosure of such Confidential or Highly Confidential Information for the sole purpose of seeking to prevent or restrict disclosure thereof.

## VII. Filing Under Seal

24. All Confidential or Highly Confidential Information filed with the Court shall be filed under seal pursuant to the following procedures:

(a) Where possible, only confidential portions of filings with the Court shall be filed under seal. Information filed under seal shall be placed in sealed envelopes on which it shall be endorsed with the title to this action, the words "FILED UNDER SEAL," and a statement substantially in the following form:

> "This envelope is sealed pursuant to order of the Court and contains Confidential Information [and/or Highly Confidential Information] filed in this case by [name of Party] and is not to be opened or the contents thereof to be displayed or revealed except by order of the Court."

The envelope shall not be opened without further order of the Court except by persons *authorized* to have access to such information pursuant to paragraph 13 or 14, as applicable, which person(s) shall return the information to the Clerk in a sealed envelope. Any envelope containing information filed under seal that is an exhibit to a pleading shall also bear the name of the pleading. Where documents filed under seal are transmitted between the parties, the above message shall be placed on the facsimile; cover sheet or on a sheet directly following the facsimile cover sheet. A full and unredacted copy of any such submission may be provided directly to chambers, marked "Chambers Copy" and "Contains Confidential or Highly Confidential Information Subject to Protective Order."

(b) As soon as practicable, but in no event later than ten calendar days, the submitting party shall electronically file with the Court, for its public file, a copy of the submitted materials with the Confidential Information and/or Highly Confidential Information redacted.

(c) If any party objects to identified portions of the materials remaining under seal, it shall, within ten business days of submission of the materials, state its objection in a faxed letter to counsel for all parties in this action. The interested parties shall promptly meet and confer to attempt to resolve those objections and, if they cannot be resolved, shall promptly tender those objections to the Court for resolution. Any revised public electronic filing, if any, of that submission shall be made by the submitting party within ten business days after the Court's decision resolving that dispute.

## VIII. Use of Confidential or Highly Confidential Information at Trial

25. In the event that any Confidential Information or Highly Confidential Information is used in any pre-trial court hearing or proceeding in these actions, and there is any dispute as to whether such material continues to be Confidential or Highly Confidential, the parties will meet and confer to resolve such dispute.

26. The parties shall confer and attempt to agree before any trial or other hearing on the procedures under which Confidential and Highly Confidential Information may be introduced into evidence or otherwise used at such trial or hearing. Upon reaching agreement, the parties shall give notice of the terms of such agreement to each non-party producing any Confidential or Highly Confidential Information which may be used or introduced at such trial or hearing. Absent agreement, the Court shall be asked to issue an order governing the use of such Confidential and Highly Confidential Information at trial or hearing upon reasonable notice to all parties and non-parties who have produced such information. The parties shall provide non-parties with notice of potential use at trial of any Confidential or Highly Confidential information produced by them if and when they are listed as potential exhibits in the required filings prior to commencement of trial. The parties shall give notice as soon as practicable after

Confidential or Highly Confidential Information which is not listed on the exhibit list is determined to be used by counsel for a party in the course of examination or cross-examination at trial.

## IX. Procedures upon Termination of Action

27. After the running of any applicable time to appeal the final order entered in this litigation, any producing party or non-party may request that a party return or destroy any Discovery Material the producing party or non-party has provided, which request shall be honored. If the possessing party elects to destroy the Discovery Material rather than return it, the possessing party shall provide the producing party written certification that the destruction has been completed. Nothing in this provision shall limit the rights, if any, of any party or non-party to object to and seek a ruling of the Court concerning a parties' retention of any discovery material.

## X. Miscellaneous

28. This Order shall not affect the right of any party or non-party to oppose production of Discovery Material on any ground permitted by the Federal Rules of Civil Procedure, including any applicable privilege. Moreover, the Order shall not affect the scope of discovery by any party that is not otherwise proper under the Federal Rules of Civil Procedure.

29. Nothing in this Order shall prejudice the right of any party or non-party to move the Court to broaden or restrict the rights of access to and use of particular Discovery Material, or to seek modifications of this Order upon due notice to all other parties and affected non-parties.

IT IS HEREBY STIPULATED:

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| Dated: August 23, 2006<br>New York, New York | Benjamin Hershkowitz (BH 7256)<br>GOODWIN PROCTER LLP<br>599 Lexington Ave.<br>New York, NY 10022<br>212.813.8800 (tel.)<br>212.355.3333 (fax)<br>bhershkowitz@goodwinprocter.com<br><br>- and - |
| | GOODWIN PROCTER LLP<br>Robert D. Carroll (RC 1028)<br>Exchange Place<br>Boston, MA 02109<br>617.570.1000 (tel.)<br>617.523.1231 (fax)<br>rcarroll@goodwinprocter.com<br><br>Of Counsel:<br><br>John C. Englander<br>J. Anthony Downs<br>R. David Hosp<br>GOODWIN PROCTER LLP<br>Exchange Place<br>Boston, MA 02109<br>617.570.1000 (tel.)<br>617.523.1231 (fax)<br>jenglander@goodwinprocter.com<br>jdowns@goodwinprocter.com<br>rhosp@goodwinprocter.com<br><br>Attorneys for Defendants Cablevision Systems, Inc. and CSC Holdings, Inc. |

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| | Peter L. Zimroth (PZ 1029)<br>Eleanor M. Lackman (EL 3668)<br>ARNOLD & PORTER LLP<br>399 Park Avenue<br>New York, New York 10022-4690<br>(212) 715-1000<br><br>Robert Alan Garrett<br>Hadrian R. Katz<br>ARNOLD & PORTER LLP<br>555 Twelfth Street, N.W.<br>Washington, D.C. 20004<br>(202) 942-5000<br><br>Attorneys for Plaintiffs/Counterclaim-Defendants in 06 CV 3990 (DC)<br><br>Katherine B. Forrest (KF 1979)<br>Antony L. Ryan (AR 0394)<br>CRAVATH, SWAINE & MOORE LLP<br>Worldwide Plaza<br>825 Eighth Avenue<br>New York, New York 10019-7475<br>(212) 474-1000<br>(212) 474-3700 (fax)<br><br>Attorneys for Plaintiffs/Counterclaim-Defendants and Third Party Defendants in 06 CV 4092 (CV) |

IT IS HEREBY ORDERED:

Honorable Denny Chin
United States District Judge

SHIRA A. SCHEINDLIN
U.S.D.J.
8/24/06 Part ONE

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TWENTIETH CENTURY FOX FILM CORPORATION, :
UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP, :
PARAMOUNT PICTURES CORPORATION, :
DISNEY ENTERPRISES, INC., :
CBS BROADCASTING INC., :
AMERICAN BROADCASTING COMPANIES, INC. :
and NBC STUDIOS, INC., :
:
Plaintiffs/Counterclaim-Defendants, : 06 Civ. 3990 (DC)
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vi. :
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CABLEVISION SYSTEMS CORPORATION :
and CSC HOLDINGS, INC., :
:
:
Defendants/Counterclaim-Plaintiffs. :

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THE CARTOON NETWORK LP, LLLP and CABLE :
NEWS NETWORK LP, LLLP, :
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Plaintiffs/Counterclaim-Defendants, :
:
v. :
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CSC HOLDINGS, INC. and CABLEVISION :
SYSTEMS CORPORATION, : 06 Civ. 4092 (DC)
:
Defendants/Counterclaim-Plaintiffs/ :
Third-Party Plaintiffs, :
:
v. :
:
TURNER BROADCASTING SYSTEM, INC., :
CABLE NEWS NETWORK LP, LLP, TURNER :
NETWORK SALES, INC., TURNER CLASSIC :
MOVIES, LP, LLLP, TURNER NETWORK :
TELEVISION LP, LLLP, and THE CARTOON :
NETWORK LP, LLP, :
:
Third-Party Defendants. :

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**APPENDIX "A" - DESIGNEES**

For Twentieth Century Fox Film Corporation:

Melinda Demsky, VP, Content Protection Litigation
Ron Wheeler, SVP, Content Protection
Gary Roberts, EVP, Fox Group Legal
Jonathan Gottlieb, VP, Litigation (Briefs Only)

For Universal City Studios Productions LLLP:

Maren Christensen, EVP and GC
Stacey Byrnes, SVP & IP Counsel, NBC Universal Inc.
Lawrence Liu, VP, Intellectual Property, NBC Universal Inc.

For Paramount Pictures Corporation:

Mark Morril, SVP, Deputy General Counsel, Viacom
Rebecca Prentice, EVP, General Counsel
Scott Martin, EVP, Intellectual Property/Assoc. General Counsel
Al Perry, VP, Business Affairs & Legal (Briefs Only)
Paul Springer, SVP, Asst. General Counsel (Briefs Only)

For Disney Enterprises, Inc. and American Broadcasting Companies, Inc.:

Terri Southwick, SVP and Deputy GC - IP, TWDC
Alan Braverman, Senior EVP and GC, TWDC
Christina Oswald, VP and Counsel -- Litigation, TWDC
Edward Nowak, SVP and Deputy GC - Litigation, TWDC

For CBS Broadcasting Inc.:

Naomi Waltman, VP, Associate General Counsel, Litigation
Rebecca Borden, VP, Associate General Counsel, Intellectual Property
Joan Nicolais, SVP, Business Development, CBS Corp.
Lou Briskman, EVP, General Counsel, CBS Corp. (Briefs Only)
Jonathan Anschell, EVP, CBS Broadcasting (Briefs Only)

For NBC Studios, Inc.:

Richard Cotton, EVP and GC, NBC Universal Inc.
Susan Weiner, EVP and Deputy GC, NBC Universal Inc.
Daniel Kummer, VP, Litigation, NBC Universal Inc.

Experts for the Fox plaintiffs:

Bernard Lechner
Brad Gilmer

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

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| TWENTIETH CENTURY FOX FILM CORPORATION, UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP, PARAMOUNT PICTURES CORPORATION, DISNEY ENTERPRISES, INC., CBS BROADCASTING INC., AMERICAN BROADCASTING COMPANIES, INC. and NBC STUDIOS, INC., | : | |
| Plaintiffs/Counterclaim-Defendants, | : | 06 Civ. 3990 (DC) |
| vii. | : | |
| CABLEVISION SYSTEMS CORPORATION and CSC HOLDINGS, INC., | : | |
| Defendants/Counterclaim-Plaintiffs. | : | |
| THE CARTOON NETWORK LP, LLLP and CABLE NEWS NETWORK LP, LLLP, | : | |
| Plaintiffs/Counterclaim-Defendants, | : | |
| v. | : | |
| CSC HOLDINGS, INC. and CABLEVISION SYSTEMS CORPORATION, | : | 06 Civ. 4092 (DC) |
| Defendants/Counterclaim-Plaintiffs/ Third-Party Plaintiffs, | : | |
| v. | : | |
| TURNER BROADCASTING SYSTEM, INC., CABLE NEWS NETWORK LP, LLP, TURNER NETWORK SALES, INC., TURNER CLASSIC MOVIES, LP, LLLP, TURNER NETWORK TELEVISION LP, LLLP, and THE CARTOON NETWORK LP, LLP, | : | |
| Third-Party Defendants. | : | |

**APPENDIX "B" - ACKNOWLEDGEMENT**

I, ____________________, acknowledge that I have received a copy of the Protective Order in this action and have read its provisions carefully. I will comply with all of the provisions of the Protective Order. I will hold in confidence, will not disclose to anyone other than those persons specifically authorized by the Protective Order, and will not copy or use, except for purposes of this action, any information designated CONFIDENTIAL or HIGHLY CONFIDENTIAL which I receive in this action. I understand that all CONFIDENTIAL or HIGHLY CONFIDENTIAL information that I receive and all documents and things containing information based on CONFIDENTIAL or HIGHLY CONFIDENTIAL are to remain in my personal custody until I have completed my assigned duties. I agree to return or destroy all such information and all of my notes containing any of this information in accordance with paragraphs 12-1 3 of the Protective Order. I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this __________ day of __________, 200__.

____________________
Signature

____________________
Print Name

Address ____________________